

Exhibit B

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2**

LOGAN BUS CO., INC.

Employer

and

Case 02-RC-163227

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 553**

Petitioner

and

**UNITED CRAFT AND INDUSTRIAL WORKERS
UNION, LOCAL 91**

Intervenor

DECISION AND DIRECTION OF ELECTION

Logan Bus Company, Inc. (the Employer) primarily provides school bus transportation throughout New York City. It employs bus drivers, matrons and shop employees¹ who work out of yards located in the Bronx, Brooklyn and Queens. As more fully detailed below, the Employer currently has collective-bargaining relationships with three unions: IBT, Local 553 (the Petitioner), United Craft and Industrial Workers, Local 91 (the Intervenor or Local 91), and ATU, Local 1181 (Local 1181).²

In its amended petition, the Petitioner seeks to represent all full-time and regular part-time employees at two of the Employer's three Bronx facilities – referred to as Hunt's Point and Stillwell.³ It is undisputed that the drivers at the third Bronx facility, referred to as Zerega,⁴ perform different work and are not included in the bidding process for routes performed by the drivers at Hunt's Point and Stillwell yards. Further, the record indicates that no matrons work at the Zerega yard. With respect to the shop employees at Zerega, the record demonstrates that they report to a foreman stationed at that yard and there is no interchange among the shop employees in the petitioned-for unit. Accordingly, the Petitioner, relying on *Specialty*

¹ Shop employees includes the following job classifications: mechanics, mechanic helpers, porters, oilmen, bodyman/painters, bodyman helper, tow truck, yardman, stockroom/parts clerk, and leadman.

² Local 1181 received notice of the instant petition and has not motioned to intervene.

³ The Hunt's Point yard is located at 1310 Oak Point Avenue. The Stillwell yard is located at 1616 Stillwell Avenue.

⁴ The Zerega yard is located at 426 Zerega Avenue.

Healthcare, contends that the petitioned-for unit is a separate identifiable group that shares a community of interest and therefore, is an appropriate unit.⁵

The Employer claims that for the past thirty years, Local 91 has represented all of the shop employees at all of its seven locations, and the drivers and matrons at four of its facilities. The Employer asserts that this group of drivers and matrons share a strong community of interest because they bid on specific routes that are designated for special education students, referred to as "Board of Ed" runs. The Employer maintains one companywide seniority list for this group of drivers,⁶ irrespective of the yard that they report to on a daily basis. The Employer also maintains a seniority list for all of the matrons. The Employer contends that breaking the unit along geographical lines would impede the way that it conducts its business, including the bidding process for the "Board of Ed" routes. Accordingly, the Employer contends that the historical unit of all shop employees, drivers and matrons who are currently represented by Local 91 is an appropriate unit.

The Intervenor contends that in practice, the parties have treated the shop employees, and the drivers/matrons as two separate units. The record indicates that the parties bargain two separate contracts due to the significantly different terms and conditions of the work. In that regard, the record demonstrates that the shop employees work regular eight hour days at one location, over a full year period; whereas, the drivers report to the yard for early morning and late afternoon shifts, spend a significant period of the day outside of the facility, and their schedules are generally tied to the school year calendar. In agreement with the Employer, the Intervenor contends that the geographic reach of the historical unit comports to the companywide "Board of Ed" seniority system for the drivers and matrons. Further, the Intervenor contends that the shop employees maintain the overall fleet and therefore, all locations should be included in the shop employee unit. Finally, the Intervenor argues that the Board's decision in *Specialty Healthcare and Rehabilitation Center of Mobile*, 357 NLRB No. 83 (2011), is limited to newly organized shops and does not apply to a multi-location unit with a long bargaining history.

A hearing officer of the Board held a hearing in this matter and the parties subsequently filed briefs with me as this case represents novel issues not yet decided by the Board. As evidenced at the hearing, the issues before me are: whether the petitioned-for unit is appropriate; whether the Employer and the Intervenor have the burden to show that the larger, historical multi-location unit(s) shares an overwhelming community of interest with the petitioned-for unit; and, whether the Petitioner, under a traditional community of interest analysis, has the burden to establish that the larger historical bargaining unit should be severed.

Based on the record and applicable Board law, I find that the petitioned-for unit is not appropriate. As explained more fully below, I find that historically, the parties have bargained for the drivers and matrons on "Board of Ed" runs as a separate unit with a separate contract. The shop employees, who perform maintenance work on the Employer's vehicles at all of its locations, and who work under different terms and conditions, are a separate appropriate unit

⁵ Post-hearing, the Petitioner stated that it would proceed to an election in any unit that the Regional Director finds appropriate. As the parties have not objected, Petitioner's Exhibit 3 is received in the record.

⁶ The record indicates that the drivers represented by Local 1181 and Local 553 are not included in this seniority list.

with a separate contract. Accordingly, I am directing an election in two units: the drivers/matrons at the Hunt's Point, Stillwell, Atlantic Avenue and Jamaica yards; the shop employees at all of the Employer's facilities in the Bronx, Brooklyn and Queens.

The Employer's Operations

The Employer employs the following employees at its facilities, which are currently represented by the indicated labor organizations:

The Bronx			
Hunt's Point	Drivers	167	Local 91
1310 Oak Point Avenue	Matrons	183	Local 91
	Shop Employees	3	Local 91
Stillwell	Drivers	174	Local 91
1616 Stillwell Avenue	Matrons	188	Local 91
	Shop Employees	4	Local 91
Zerega	Drivers	170	<i>Local 1181</i>
426 Zerega Avenue	Matrons	0	n/a
	Shop Employees	18	Local 91
Brooklyn			
Autumn Avenue	Shop Employees	26	Local 91
3432 Atlantic Ave.			
Powell Street	Drivers	13	<i>Local 553 (Petitioner)</i>
26 Powell St.	Shop Employees	3	Local 91

Queens			
Atlantic Avenue	Drivers	497	Local 91
97-14 Atlantic Ave.	Matrons	526	Local 91
	Shop Employees	18	Local 91
Jamaica	Drivers	220	Local 91
145-40 155 th Street	Matrons	193	Local 91
	Drivers	100	Local 1181
	Shop Employees	19	Local 91

Based on the above employee list provided by the Employer, the Petitioner seeks to represent a unit comprised of 341 drivers, 371 matrons, and 7 shop employees who work at the Employer's Hunt's Point and Stillwell locations. The Employer and the Intervenor propose unit/s that would add about 717 drivers and 719 matrons from the Atlantic Avenue and Jamaica yards in Queens, and an additional 84 shop employees from Zerega in the Bronx, and all four of the facilities in Brooklyn and Queens.

Applicable Legal Principles

Section 9(b) of the National Labor Relations Act directs the Board to "decide in each case whether, in order to assure employees the fullest freedom in exercising the rights guaranteed by the Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof." "[T]he selection of an appropriate bargaining unit lies largely within the discretion of the Board whose decision, 'if not final, is rarely to be disturbed.'" *South Prairie Construction v. Operating Engineers, Local 627*, 425 U.S. 800, 805 (1976)(citation omitted). There is nothing in the Act that requires the unit for bargaining be the only appropriate unit or the most appropriate unit – the Act only requires that the unit for bargaining be appropriate so as to assure employees the fullest freedom in exercising the rights guaranteed by the Act. *Overnite Transportation Co.*, 322 NLRB 723 (1996); *Brand Precision Services*, 313 NLRB 657 (1994); *Phoenix Resort Corp.*, 308 NLRB 826 (1992). In defining the appropriate bargaining unit to ensure employees the fullest freedom in exercising the rights guaranteed by the Act, the key question is whether the employees share a sufficient community of interest. *Alois Box Co.*, 326 NLRB 1177 (1998); *Washington Palm, Inc.*, 314 NLRB 1122, 1127 (1994).

In determining whether employees share a sufficient community of interest to constitute an appropriate unit, the Board weighs various factors, including the similarity of skills, functions, and working conditions throughout the proposed unit; the central control of labor relations;

transfer of employees; and the extent of the parties' bargaining history. *P.J. Dick Contracting, Inc.*, 290 NLRB 150, 151 (1998), citing *Metropolitan Life Insurance Co.*, 380 U.S. 438 (1965). Also, the Board will consider a difference in method of wages or compensation; different hours of work; different employment benefits; separate supervision; the degree of similar or dissimilar qualifications, training and skills; differences in job functions; amount of working time spent away from the facility; and integration of work functions. *Kalamazoo Paper Box Corp.* 136 NLRB 134, 137 (1962); *Banknote Corp. of America v. NLRB*, 84 F.3d 637, 647-648 (2d Cir. 1996).

I note that the Board has not reached the question of whether its decision in *Specialty Healthcare* applies to multi-facility units or the weight to be given to bargaining history. See, *Bread of Life, LLC*, 361 NLRB No. 142 (2012) (declining to reach the question of whether *Specialty Healthcare* applies to multi-facility unit); *Oregon Shakespeare Festival Association*, unpublished Order, Case No. 19-RC-150979 (August 20, 2015); and, *Swissport USA, Inc.*, unpublished Order, Case No. 29-RC-144512 (March 26, 2015) (noting that the issue of the weight to be given to bargaining history in light of *Specialty Healthcare* has not been addressed by the Board). Accordingly, I will apply the traditional community-of-interest test applicable in a multi-facility unit.

Notably, on the instant record, the Petitioner has petitioned for two of the four locations where the Board of Ed drivers and matrons are employed, and two of the seven locations where shop employees are employed. Accordingly, the Petitioner is not seeking a presumptively appropriate unit. For the reasons described below, the Petitioner has not demonstrated that compelling circumstances exist to warrant changing the historical unit.

I. Two Separate Units: Drivers/Matrons Unit and Shop Employees Unit

I first consider whether the various job classifications in the petitioned-for unit share a community of interest. When the interests of one group of employees are dissimilar from those of another group, a single unit is inappropriate. *Swift & Co.*, 129 NLRB 1391 (1961).

Although the recognition clause in the prior collective-bargaining agreements includes all of the Employer's employees, the record indicates that historically, the Employer and the Intervenor have negotiated separate contracts for the shop employees, and for the drivers and matrons on Board of Ed runs. The contracts provide different terms and conditions of employment for the two units, including significant differences in their wages, daily work schedules, annual work schedules, vacations, and holidays.

To some extent, the differences in the contracts are an outgrowth of different skills and functions of these groups of employees. Shop employees work for the Employer in a regular, year-round schedule with 8-hour days and opportunities for overtime. In contrast, the drivers' and matrons' schedules are tied to school days, school calendars, and school holidays. Further, drivers and matrons work directly with the students served by the Employer and thus receive specialized training related to their interactions with the special education students which shop employees do not receive. Finally, shop employees primarily work out of the Employer's yards and garages, with some service calls to the field to deal with mechanical problems that arise

during a route, but drivers and matrons spend the bulk of their workdays away from the Employer's facilities on their assigned routes. Thus, the record evidence also shows that there is limited contact among these groups of employees. Based on this record, I have no basis to overturn the prior bargaining history. Accordingly, I find that the drivers and matrons should not be included in a single unit with the shop employees where the unit is also a multi-facility unit.

II. The Historical Multi-Facility Unit of Drivers and Matrons is Appropriate

The Board will not normally disturb an historical, multilocation unit absent compelling circumstances. *Met Electrical Testing Co. Inc.*, 331 NLRB 872 (2000) (citing *Trident Seafoods*, 318 NLRB 738 (1995), *enf'd in relevant part*, 101 F.3d 111 (D.C. Cir. 1996). The party challenging an historical unit bears the burden of showing that the unit is no longer appropriate. *Id.* This evidentiary burden is a heavy one. See., e.g., *P.J. Dick Contracting*, 290 NLRB 150, 151 (1988).

Based on balancing the goals of employee free choice and bargaining stability, the burden may be satisfied only where the historical units are repugnant to established Board policy, *Gen. Elec. Co.*, 107 NLRB 70, 72 (1953) (rejecting historical unit which combined office clericals in production and maintenance unit), or no longer conform reasonably well to other standards of appropriateness. *Indianapolis Mack Sales & Serv., Inc.*, 288 NLRB 1123, 1126 (1988) (rejecting historical unit from which another group of employees was arbitrarily excluded), citing *Crown Zellerbach Corp.*, 246 NLRB 202, 204 (1979). In one of the few other cases concluding that a historical unit was no longer appropriate, the Board noted that a unit comprised of 13 plants, in seven different states, was merely "a fortuitous aggregation of distinct groups of employees, not a single appropriate bargaining unit."⁷ *Hy-Grade Food Products Corp.*, 85 NLRB 841, 845, 847 (1949).

Here, I find that Petitioner has failed to demonstrate that compelling circumstances exist for disturbing the historical unit. Instead, based on the record evidence of the community-of-interest factors, including the bargaining history, I find that the appropriate unit includes all of the Employer's drivers and matrons responsible for the Employer's Board of Education special education work, based out of the Employer's Hunt's Point, Stillwell, Jamaica, and Atlantic Avenue facilities.

Employer organization. The evidence shows that the Employer structures its business to separate its Board of Education special education work from its other work, and to treat the employees performing this work as a distinct group apart from employees performing its other work. Each school year and summer, the Employer wins bids from the New York City Board of Education ("Board of Ed") for different runs; the routes change each summer and school year. The Employer then determines from which of its facilities each contracted route should initiate and terminate. The Employer makes this determination based on the efficiency and cost of each

⁷ Here, the record evidence indicates that the Employer's Bronx facilities were established after the Queens locations, and subsequent to the time when Local 91 began representing employees at the Queens facilities. No record evidence was proffered regarding the accretion of the Bronx facilities.

route, and thus each summer and school year there may be more or fewer routes based out of any given facility or borough.

Once these routes have been determined, the Employer's drivers and matrons who perform Board of Ed work choose their assigned runs at a "pick" conducted based on company-wide seniority. There, the employees, in the order of seniority, select their runs for the following school year or summer. There are two picks: one in the Bronx and one in Queens, and employees may choose which to attend. The Employer's drivers who do not perform Board of Ed work are not involved in the picks.

The seniority list used during picks is a list of all employees in the company who perform Board of Ed work, indicating each employee's tenure with the Employer.⁸ The list contains a "BX" notation indicating those employees who worked a Bronx route the prior year; the employees who worked Queens routes contain no notation. However, the Employer's employees may choose each year whether to pick a Queens route or a Bronx route, regardless of which route they worked the prior year. The evidence indicates that the employees generally choose to work out of the same yard from year to year. However, the record also reveals that the number of routes varies from year to year. Thus, some drivers have chosen to exercise their seniority rights to work out of a different yard, including yards in different boroughs, in order to maintain their higher wage rates rather than perform lower-paid work in their same yard when the higher-paid work was eliminated.⁹ Thus, the single seniority list has implications for employees' wages.

Accordingly, this evidence supports a finding that the company has organized its business to include the Board of Ed routes in Queens and the Bronx as a distinct part of its organization.

Central control over labor relations and local autonomy. Administrative integration of the employer's operations under unified control and centralized control of labor relations are factors given significant weight in favor of a multilocation unit. *Prince Telecom*, 347 NLRB 789 (2006); *Novato Disposal Services*, 328 NLRB 820 (1999). All personnel and administrative matters, including hiring and payroll, are handled out of the Employer's Atlantic Avenue facility. Collective-bargaining agreements are negotiated by the Employer's labor counsel, general manager, and an owner. Although dispatchers in each facility handle day-to-day matters, the dispatchers are in frequent communication with their counterparts at other facilities.

Interchange of employees. The record includes evidence that when the Employer is short on drivers or matrons, it transfers employees as needed, regardless of borough. While this only affects a relatively small number of employees, and only a group without assigned routes known as "shapes," the Employer testified that it sends these drivers or matrons from one borough to another on a daily basis. The Employer provides shuttle services for the drivers and matrons so that they can report to facilities in other boroughs.

⁸ According to testimony and the Local 91 contracts, layoffs are also conducted by company-wide seniority, among those drivers and matrons performing Board of Ed work.

⁹ Driving a large bus as compared to a van pays a higher hourly wage.

Similarity of skills and duties. The drivers and matrons performing Board of Ed special education work in both the Bronx and Queens have some similar duties and skills, notwithstanding the differences between the skills of drivers and matrons. This work is always performed in driver-matron teams, and these employees receive specialized training, including Board-of-Education-required training, such as training in dealing with these student populations.

Conditions of employment. Working hours, pay rates, the nature of the employer's operations, and indeed all terms and conditions of employment are factors in this area of unit determination. *Prince Telecom*, 347 NLRB 789 (2006). Drivers and matrons performing Board of Ed special education work at the Employer's Bronx and Queens facilities share the same pay and benefits, work the same hours, and are subject to the same rules, largely governed by the Local 91 contract.

Supervision. Here, drivers and matrons at each facility report to dispatchers, who in turn report to Operations Manager Michael Cordiello in the Bronx and General Manager Joe DiGiacomo in Queens. In the Bronx, Cordiello in turn reports to DiGiacomo. Cordiello handles disciplinary and grievance meetings for employees in the Bronx and has participated in grievance meetings in Queens. Cordiello also handles all sexual harassment investigations, and an administrator in Queens handles all Board of Education complaints for the company.

Geographical Separation. The Hunt's Point and Stillwell facilities are located six miles apart, and the Queens facilities are approximately fifteen miles from the Bronx facilities.¹⁰ The significance of the distance between these bases is limited by the fact that drivers and matrons work in the field all day, and many drivers and matrons are responsible for routes that cover the other borough. In fact, drivers and matrons may spend their lengthy breaks between runs at one of the Employer's facilities in another borough.

Functional integration. Functional integration generally refers to employees at separate facilities participating in various stages of an employer's operation so that they constitute integral parts of a single work process. *See Budget Rent A Car Systems*, 337 NLRB 884, 885 (2002). Here, drivers and matrons at Hunt's Point, Stillwell, Jamaica, and Atlantic Avenue all perform work on the Employer's Board of Education special education routes. The Employer decides how to develop its routes, including where to start and end each route, and this may change each summer and school year. Thus, work may shift amongst its facilities in various boroughs twice each year. Likewise, employees may be shifted amongst facilities to cover absences. In this way, its facilities are integrated in performing the work of completing the Employer's Board of Ed routes.

Bargaining history. Unrefuted testimony demonstrates that Local 91 has represented the Employer's drivers and matrons performing the Board of Ed special education work for more

¹⁰ I take notice of this information from Google maps; the distances are not in evidence. Joint Exhibit 3 shows the employer's facilities on a map but does not identify distances.

than 30 years.¹¹ These employees have been covered by collective-bargaining agreements, the most recent of which had a term of September 1, 2012, through August 31, 2015.

Conclusion. I find that the traditional community-of-interest factors support a finding that the historical unit of drivers and matrons is appropriate, and that the Petitioner has failed to demonstrate compelling reasons for disturbing this historical unit. Accordingly, I find appropriate the historical unit of drivers and matrons performing Board of Ed special education work at the Employer's Hunt's Point, Stillwell, Jamaica, and Atlantic Avenue facilities.

III. The Historical Multi-Facility Unit of Shop Employees is Appropriate

I must also consider whether Petitioner has demonstrated that any compelling reasons exist for disturbing the historical unit of shop employees at the Employer's facilities. I find that Petitioner has failed to satisfy this burden, and instead, find that the historical unit of shop employees at the Employer's seven facilities located in the Bronx, Brooklyn and Queens, share a community of interest and is appropriate.

Employer organization. The Employer has structured its business so that the mechanical work on its fleet of buses and vans is performed in an integrated way. All Department of Transportation paperwork is sent to a central location. Shop employees at each yard perform day-to-day maintenance on the vehicles based in that yard, while other classifications of shop employees at larger garages, such as Zerega Avenue, perform body work and other work on those same vehicles. Mechanics at these smaller shops send their daily write-ups to Zerega Avenue for the foreman's review. Further, when a vehicle breaks down in the field, the Employer sends a mechanic to service that vehicle based on the geographic location of the vehicle at the time and regardless of its base facility. Thus, the Employer sends Bronx mechanics to service buses based in Queens that break down in a part of Queens that is closer to the Employer's Bronx facilities than to its base in Queens.

Central control over labor relations and local autonomy. As noted in Section II, record evidence shows that the Employer's labor relations are centrally controlled. Record evidence shows that the daily work orders that are completed by the shop employees at the Stillwell and Hunt's Point yards, are sent to the foreman at Zerega Avenue.

Interchange of employees. As noted, the Employer sends its Bronx mechanics to meet and service vehicles with mechanical problems while they are on a part of a route in Queens that is physically closer to the Bronx facility than to the Queens facilities. Further, there is evidence that shop employees have recently transferred between Bronx and Queens facilities. As a general rule, the shop employees report to and work at one yard.

¹¹ Although the collective-bargaining agreement's recognition clause refers to "all employees," record evidence demonstrates that the practice has been to recognize a unit of drivers and matrons performing Board of Education special education work, and a unit of shop employees.

Similarity of skills and duties. The record evidence shows that shop employees at each of the Employer's facilities perform similar work in maintaining and repairing the Employer's fleet of buses and vans.

Conditions of employment. Shop employees at the Employer's Bronx, Queens and Brooklyn facilities share the same pay and benefits, work the same hours, and are subject to the same rules, largely governed by the Local 91 contract.

Supervision. Shop employees at each facility report to the dispatchers at some locations or the foremen at others, who in turn report to Operations Manager Cordiello in the Bronx and General Manager DiGiacomo in Queens. As noted in Section II, Cordiello in turn reports to DiGiacomo, and Cordiello and DiGiacomo are responsible for company-wide supervisory matters.

Geographical Separation. As noted, the Hunt's Point and Stillwell facilities are located six miles apart, and the Zerega facility is located between them, 4.5 miles from Hunt's Point and 3.5 miles from Stillwell. The Employer's Queens and Brooklyn facilities are approximately 15 miles away from the Bronx facilities.

Functional integration. As noted, the Employer has organized its business such that shop employees at its facilities share responsibility for servicing its fleet of vehicles.

Bargaining history. Unrefuted testimony demonstrates that Local 91 has represented the Employer's shop employees for more than 30 years. These employees have been covered by collective-bargaining agreements, the most recent of which had a term of September 1, 2012, through August 31, 2015.

Conclusion. I find that the traditional community-of-interest factors support a finding that the historical unit of shop employees at all locations is appropriate.

CONCLUSION

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The rulings at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.
3. Both the Petitioner and the Intervenor are labor organizations within the meaning of Section 2(5) of the Act and each claims to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Drivers and Matrons Unit:

Included: All full-time and regular part-time drivers and matrons at the Employer's facilities located at: 1310 Oak Point Avenue and 1616 Stillwell Avenue, Bronx, NY; and at 97-14 Atlantic Avenue and 145-40 155th Street, Queens, NY.

Excluded: All other employees, managers, guards, and supervisors, as defined by the Act.

Shop Employees Unit:

Included: All full-time and regular part-time shop employees including mechanics, mechanic helpers, porters, oilmen, bodyman/painters, bodyman helper, tow truck, yardman, stockroom/parts clerk, and leadman at the Employer's facilities located at: 1310 Oak Point Avenue, 1616 Stillwell Avenue, and 426 Zerega Avenue Bronx, NY; 3432 Atlantic Avenue and 26 Powell Street, Brooklyn, NY; and, 97-14 Atlantic Avenue and 145-40 155th Street, Queens, NY.

Excluded: All other employees, managers, guards, and supervisors, as defined by the Act.

DIRECTION OF ELECTION

Having concluded that the historically recognized bargaining units are appropriate, and that the Petitioner has expressed a willingness to proceed to an election in any unit found appropriate, I note that the units found appropriate herein are significantly broader than the petitioned-for unit. Accordingly, the Petitioner will be permitted to provide a sufficient showing of interest in each of these units within two weeks from issuance of this Decision. In the event a showing of interest is provided, I will issue an Order Directing an Election which will include election details and the voter list will be due two business days after issuance of that Order. Absent a sufficient showing in the larger units, I will issue an Order dismissing this petition.

RIGHT TO REQUEST REVIEW

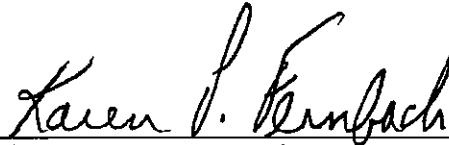
Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 14 days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not

precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: December 17, 2015



KAREN P. FERNBACH
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
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